

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

APPROVING INTERLOCAL AGREEMENT)
FROM LEWIS COUNTY FOR THURSTON)
COUNTY TO PROVIDE ON-CALL BUILDING) RESOLUTION NO. 01-184
SECTION SERVICES)

WHEREAS, the Board of County Commissioners has previously determined that in matters of conflict or high service demand that the utilization of neighboring county building and regulatory personnel is an expeditious means of meeting County statutory obligations; and,

WHEREAS, Ch. 39.34 RCW, the Interlocal Cooperation Act, was created to encourage local governments to utilize the resources of other public bodies for purposes of economy; and,

WHEREAS, it appears to be in the best public interest to utilize an interlocal agreement for Thurston County to provide 'on-call' building personnel in all matters where Lewis County building personnel are either not available or not employable; NOW, THEREFORE

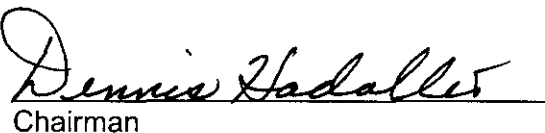
BE IT RESOLVED that the aforesaid interlocal agreement, a draft of which is attached hereto and incorporated herein, is hereby approved and the Community Development Director is authorized to sign the same.

DONE IN OPEN SESSION, this 14th day of May, 2001.

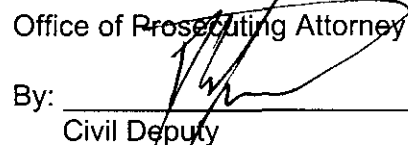
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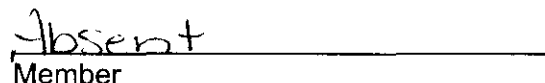
BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


Clerk of the Board


Chairman


Member

Office of Prosecuting Attorney
By: 
Civil Deputy


Member

LEWIS COUNTY COMMISSIONERS



Lewis County, WA • Since 1845

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ERIC JOHNSON
First District

RICHARD GRAHAM
Second District

DENNIS HADALLER
Third District

Connie Robins, CPA
Chief Administrative Officer

Sheila Unger
Administrative Coordinator

MEMORANDUM

To: Michael Zengel, Community Development Director

From: Karisa Duffey, Clerk of the Board *Karisa*

Date: May 14, 2001

Subject: Approving an agreement with Thurston County for Building Services

The following are enclosed for your records:

- ◆ A copy of Lewis County Resolution #01-184
- ◆ An original agreement

Please return an original copy for our records after it has been signed by Thurston County. If you have any questions or require further documents, please do not hesitate to contact me at extension 1120.

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 4 day of June, 2001, by and between Thurston County Development Services Department hereinafter called "THURSTON", and Lewis County Community Development Department, hereinafter called "LEWIS".

WHEREAS, LEWIS is in need of temporary assistance from THURSTON for building plan review and inspection services; and

WHEREAS, THURSTON has sufficient on-staff building section employees with the training and experience to perform such plan review and inspection services, and is willing to provide such services to LEWIS pursuant to Ch. 39.34, Interlocal Cooperation Act, and the terms of this Agreement; NOW THEREFOR,

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. THURSTON shall, at the request of LEWIS, provide such employee services (as further described in "Attachment, Procedures for Interlocal Building Services", attached hereto and incorporated herein) as are necessary for the review of construction plans and for building inspection.

2. LEWIS shall pay to THURSTON in return for those services provided hereunder, the true and full personnel and administrative costs to THURSTON in providing such services, pursuant to Ch. 39.34 RCW, as shall be presented by THURSTON to LEWIS by invoicing. Payment shall be made by LEWIS on its next, voucher-payment cycle following receipt of invoicing by THURSTON.

3. In the performance of the services called for herein, THURSTON shall be an independent contractor and all staff members of THURSTON who actually perform the services shall remain as THURSTON employees. THURSTON shall provide for all employee pay and benefits, the same as though this Agreement were not executed.

4. The quality and results of the services performed shall meet the approval of LEWIS; however, THURSTON staff providing the services shall not become or be considered to be employees of LEWIS.

5. Both parties agree to maintain such books, records, and documents which are necessary to provide for adequate documentation of the actions taken pursuant to this Agreement and to provide sufficient information so that both parties may assure proper accounting of all funds paid or expended to this Agreement.

6. The term of this Agreement shall be from the 12 day of JUNE, 2001, for one (1) year. The parties may extend this Agreement for not more than two (2) additional one year terms, by exchange of written acknowledgment not later than ten (10) days prior to expiration of the current term, by and through their respective "contract officers", to wit: THURSTON - Thurston County Development Services Department Director; and LEWIS - Michael Zengel, Lewis County Community Development Department Director.

7. LEWIS represents that it has liability insurance or is a member of the Washington Counties Insurance Risk Pool, either of which coverage is sufficient to cover any liability arising out of this Agreement. LEWIS shall defend, indemnify, and hold harmless THURSTON, its officers, agents and volunteers from any and all liability and cost whatsoever arising out of THURSTON officers, agents and volunteers performances under this Agreement, made in good faith and within the scope and course of their official duties. Such indemnity shall include, but not be limited to reasonable attorney fees, costs, and expenses of litigation. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year above written.

THURSTON COUNTY

By: 

Title: Acting Chief Admin Officer

(Approval may be subject to ratifying resolution of Bd. of Commissioners)

LEWIS COUNTY

By: 

Title: Community Development Director

(Approval may be subject to ratifying resolution of Bd. of Commissioners)

ATTACHMENT
PROCEDURES FOR INTERLOCAL BUILDING SERVICES

1. THURSTON will provide the staff necessary to assist LEWIS with building plan review and inspection services, upon request; provided THURSTON has determined that such staff is available and able to assist).
2. The primary emphasis for THURSTON staff will be to perform "upon-request" residential and commercial building inspections within the unincorporated areas of Lewis County.
3. It is anticipated that LEWIS may need "upon-request", residential and commercial construction plan review, and THURSTON staff will provide the same.
4. THURSTON staff will work directly with the above-named LEWIS contract officer, and no other LEWIS personnel, unless authorized by said LEWIS contract officer.
5. LEWIS will provide THURSTON staff with all Lewis County records and reports on each "upon-request" residential and commercial building inspection and plan. THURSTON shall supply LEWIS with originals of inspection notes, reports and all other such documentation for each respective building inspection file, while retaining copies of such documentation for their own records of work performed.
6. THURSTON staff will produce and provide LEWIS with all inspection notes, reports and all other documentation which is usual and customary for Lewis County building inspection and plan review services.
7. THURSTON will produce and retain records of personnel, materials and administrative costs and expenses associated with performance of the services under this Agreement, and invoice LEWIS at the end of each month for work performed.
8. If THURSTON staff encounter a situation which may require a "Stop Work Order", THURSTON staff shall contact both THURSTON and LEWIS contract officers prior to issuing or posting such Order; except, that in circumstances of an imminent threat to the public health and safety, such an Order may be issued or posted by THURSTON staff without the prior knowledge or approval of LEWIS—with such acknowledgment and approval being sought from LEWIS as soon as practical.
9. THURSTON shall make appropriate staff available pursuant to the aforementioned compensation in the event their testimony, appearance or assistance is required by LEWIS with respect to performance of the services under this Agreement. This provision shall survive termination of this Agreement.
10. All inspection requests for "upon-request" LEWIS building inspections and plan reviews will be performed by THURSTON staff. Contractors, and permit holders or applicants on "upon-request" service matters will be referred directly to appropriate

THURSTON staff. In all other matters, no inspection requests or service matters will be referred to THURSTON.

11. THURSTON staff will be available for telephone calls and e-mails from LEWIS. Telephone calls from LEWIS will be made to THURSTON to 360/_____. THURSTON staff will page inspectors and other necessary staff to return telephone calls to LEWIS as soon as possible.